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13 BOARD OF TRUSTEES OF THE  
14 BOILERMAKER VACATION TRUST

15 UNITED STATES DISTRICT COURT

16 FOR THE NORTHERN DISTRICT OF CALIFORNIA

17  
18 BOARD OF TRUSTEES OF THE  
19 BOILERMAKER VACATION TRUST,

20 Plaintiff,

21 vs.

22 SKELLY, INC.; SKELLY MECHANICAL,  
23 INC.,

24 Defendant.

25 Case No. CV 06-1647 SI

26 [PROPOSED] ORDER GRANTING  
27 MOTION FOR ENTRY OF DEFAULT  
28 AND DEFAULT JUDGMENT

Date: January 5, 2007  
Time: 9:00 a.m.  
Courtroom: 10  
Judge: Hon. Susan Illston

1 This matter came on regularly for hearing at 9:00 a.m. on January 5, 2007. Having  
2 considered the papers filed regarding this Motion, the pleadings on file, and the argument of  
3 counsel, the Court finds:

4 Plaintiff's Motion for Entry of Default and Default Judgment is granted in its entirety.

5 THE COURT THEREFORE ORDERS THE FOLLOWING:

- 6 1. Default is entered against Defendants;
- 7 2. Default judgment is entered against Defendants and in favor of Plaintiff;  
8 \$32,768.79
- 9 3. Plaintiff is awarded \$32,603.91, which is the sum of known, unpaid contributions of  
10 \$24,111.42, twenty percent liquidated damages on that amount of \$4,822.28, and interest on the  
11

\$3,195.91      \$639.18

1 principal amounts of the overdue contributions and liquidated damages of \$3,058.50 and \$611.70,  
2 respectively;

3       3. Defendants shall submit to an audit by the Trust, at Defendants' expense, to  
4 determine the extent of Skelly Mechanical, Inc.'s delinquency and ability to meet its obligations  
5 under the CBA and Trust Agreement, from December 2004 and forward through the completion of  
6 the audit;

7       4. Defendants shall pay to the Trust any additional contributions, liquidated damages,  
8 and interest (accrued through date of payment) determined to be unpaid and owed to the Trust as a  
9 result of the audit in item 3 above;

5. Skelly Mechanical shall perform and continue performing its obligations under the  
Trust Agreement and the Collective Bargaining Agreement (“CBA”);

12       6. Skelly Mechanical shall submit to the Trust reports of the hours worked by its  
13 employees, as required under the CBA and Trust Agreement;

14           7. Plaintiff is awarded \$24,286.25 representing the Board's attorney's fees and costs;  
15  
and

16       8.     This Court will retain jurisdiction over this Action to monitor Skelly Mechanical's  
17 ongoing obligations to make contributions and other payments under the Trust Agreement and  
18 CBA and to submit to the Trust reports of the hours worked by its employees as well as  
19 Defendants' compliance with the audit ordered herein.

Z 1 IT IS SO ORDERED.

DATED: \_\_\_\_\_

Susan Illston

Honorable Susan Illston  
United States District Court Judge